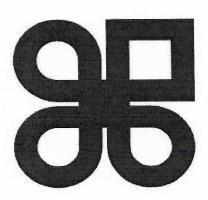
BHUTAN NATIONAL BANK LIMITED



Open Tender Renovation of Gelephug Branch Office – 2024 [Re-Tender (2)] November 28, 2024

BNBL/PO-tender/TH-24/2024/3844

Bidder Seal & Signature

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Section 1: Invitation of Bids

The Bhutan National Bank Ltd (Bank) would like to invite sealed bids from the eligible and qualified Bhutanese **small class** contractors for the work "Renovation of Gelephug Branch Office - 2024", as detailed below:

Name of Work	Renovation of Gelephug Branch Office – 2024 (Re-Tender 2)
Sale of Tender / Registration	28/11/2024 - 12/12/2024
Tender Fee (Non-refundable)	Nu. 500.00
Date & Time of Tender submission	13/12/2024 [9.00 - 11.00 AM]
Date & Time of Tender opening	13/12/2024 [11.30 AM] Tentatively
Place of Bid submission & Bid Opening	Procurement Unit, HRA Department, 3 rd Floor, Level B, Corporate Office, BNBL, Thimphu
EMD/Bid security	Nu. 20,000.00
Availability of Tender Document	Tender document can be purchased from the Procurement Unit, located on the 3 rd floor, Level B of Corporate Office, BNBL, Thimphu on all working days from 9:00 AM to 5:00 PM (Monday - Friday). The tender document can also be downloaded from BNBL website: www.bnb.bt/announcement/ . However, the bidder(s) should register and deposit the tender fee on or before submission of the bid.

Section 2: Instruction to Bidders

2.1 Scope of bid

- a) The BNBL Management plans to outsource the work "Renovation of Gelephug Branch Office 2024" to the eligible and qualified Bhutanese small class contractors.
- b) The successful bidder(s) shall be fully responsible for completing the required works in accordance with the specifications outlined in this bid document.
- c) In the event that the successful bidder(s) fail to meet the agreed-upon delivery timelines, they shall be subject to penalties as specified in the contract terms and conditions.
- d) The contract shall be valid for a minimum period of six (6) months from the date of signing the agreement or issuing the commencement order. The reserves the right to extend the contract based on the bidder's performance or according to the Bank's evolving needs.

2.2 Timeline and Deliveries

Deliverables	Timeline
Renovation of Gelephug Branch	Within 90 calendar days from the date
Office [Re-Tender 2].	the work order is issued or handing
	over of the site to the successful
	bidder(s).

2.3 Fraud and Corruption

- a) Bank requires that a Bidder(s) and his/her employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts.
- b) Bank shall reject a Bid for award, if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.

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- c) Bank requires that Bidder(s), as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: **Annexure IV of Section 10**. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid.
- d) Bank shall report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC), of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

2.4 Site Visit

a) The Bidder(s), at their own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

2.5 Preparation of Bid

- a) The bidder(s) shall be responsible for all costs incurred in the preparation and submission of their bid. The Bank shall not be held liable for any such costs, regardless of the outcome or progression of the bidding process.
- b) The Bid shall include the following:
 - 1. Form for Submission of Proposal (Annexure-I)
 - 2. Bidder Identification Form (Annexure-II)
 - 3. Bill of Quantity & Specifications (Annexure-III)
 - 4. Integrity Pact Statement (Annexure-IV)
 - 5. Proprietor/Joint Venture details (Annexure-V)
 - 6. Valid Trade license and Tax clearance certificate
 - 7. Bid security (EMD)
 - 8. Drawings
 - 9. The Power of Attorney shall be submitted if an authorized representative is appointed.
 - 10. Any other document required as per bidding document
- c) The entire set of documents submitted as part of the Proposal shall be signed by the bidder(s) on every page.



- d) The bid document shall be completed in a clear and legible manner. Incomplete or conditional bids that do not comply with the terms and conditions shall not be considered. Any corrections, deletions, or additional conditions shall only be accepted if they are initialed or signed by the authorized person submitting the bid.
- e) The bidder(s) shall thoroughly review all instructions, forms, terms and specifications outlined in the bidding document. Failure to provide all the required information or documentation may lead to the rejection of the bid.
- f) The bidder(s) shall ensure that no additional or special conditions beyond those specified within the scope of the bid document are accepted. Any terms, conditions, or clauses not expressly included within the original bid document shall be considered as "material deviation" and may lead to rejection of the bid.
- g) The Bid, as well as all communications and documents exchanged between the Bidder(s) and the Bank, shall be written in English. Supporting documents or printed materials included in the Bid may be in another language, provided they are accompanied by an accurate translation of the relevant sections into the language specified in the bidding document. In case of any discrepancies, the translation shall prevail for the purpose of bid interpretation.

2.6 Price Schedules

- a) The price shall be quoted in the local currency (Ngultrum) and shall include all applicable taxes, duties and any other service charges.
- b) The price quoted shall be fixed and final, inclusive of any discounts or rebates, and shall remain unchanged throughout the contract period, even in the event of cost increases.
- c) The Bid price shall take into account the cost of materials, transportation, labor, taxes, levies, overheads and profit and any other cost. The Bid price shall be applicable for the whole works described in the Drawings, Specifications and Schedule of Works.
- d) The bidder(s) shall submit the price in the Bill of Quantities (BOQ) **Annexure III of Section 10,** as provided in this Bid document.

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2.7 Clarification and amendment of Bids

- a) The Bank reserves right to issue amendments to the Bid document at any time before the final submission deadline. These amendments may be made either on the Bank's initiative or in response to a clarification request from any prospective bidder(s). Any such amendments shall be communicated in writing, including by email, to all bidders who have purchased the tender document.
- b) Similarly, bidder(s) may request clarifications regarding the Bid document in writing, including via email. The Bank shall provide written responses to these queries, including explanations, but shall not disclose the identity of the bidder(s) raising the questions. It the Bank determines that a clarification necessitates an amendment to the Bid document, it shall follow the appropriate procedure to make the necessary revisions. Bidder(s) shall not be permitted to seek clarifications in person, by telephone, or through any other verbal communication.
- c) A pre-bid meeting shall only be held if deemed essential to address any doubts or concerns from bidder(s) before the bid submission deadline. The minutes of the pre-bid meeting shall be shared with all bidders who have purchased the bidding document.

2.8 Period of validity of Bid

- a) The bid shall remain valid for a minimum of ninety (90) calendar days from the submission deadline. Any bid with a validity period shorter than this shall be rejected as non-responsive.
- b) In exceptional cases, before the expiration of the bid validity period, the Bank may request the Bidder(s) in writing to extend the validity of their bids. Bidder(s) are not obligated to agree to this extension and may decline without forfeiting their bid security. If a bidder refuses the extension, their bid shall not be considered for evaluation or award. For those bidders who agree to the extension, they shall also be required to extend the validity of their bid security accordingly, but they shall not be allowed to alter or modify their bid. Bidders granting the request shall be required to extend the validity of its Bid Security, correspondingly but shall not be required or permitted to modify its Bid.



2.9 Bid Security

- a) The Bid security (EMD) of Nu. 20,000/- (Ngultrum Twenty thousand) shall be submitted in the form of a Draft, Cash warrant, or Bank Guarantee, made payable to "Bhutan National Bank Ltd., Thimphu." The Bid Security shall remain valid for a minimum of ninety (90) calendar days from the bid submission deadline.
- b) Bids submitted without the required Bid Security (EMD) or with Bid Security that does not meet the above requirements shall be disqualified and deemed non-responsive.
- c) The Bid Security (EMD) of unsuccessful but responsive bidders shall be returned after the contract is signed and the performance security is received from the successful bidder(s).
- d) The Bid Security (EMD) of the successful bidder(s) shall be returned once the contract is signed and the performance security has been deposited by the successful bidder(s).
- e) The Bid Security (EMD) shall be forfeited under the following circumstances:
 - If the bidder withdraws their bid, in whole or in part, during the bid validity period;
 - ii. If the bidder does not accept the arithmetical corrections to the bid price as per **ITB clause 2.16.4**];
 - iii. If the bidder engages in corrupt, fraudulent, collusive, or coercive practices during the bidding process; or
 - iv. In the case of the successful bidder, if the bidder fails to provide the performance security and sign the contract agreement within the prescribed time.

2.10 Submission of bid

a) The sealed bids (both Technical and Financial) shall be submitted in a single sealed envelope labeled as "Confidential" and address to:



Bhutan National Bank Limited Corporate Office Thimphu

Attention: The Procurement Officer, HRA Department, BNBL, Thimphu

- b) The envelope shall clearly state name and identification number of the contract.
- c) The envelope shall also include a warning indicating that it should be not be opened before the designated time and date for bid opening, specified in the bid document.
- d) Upon receipt, the Bank shall register the bid submission. Only complete submissions shall be registered.
- e) All submissions, including any supporting documents, shall become the property of the Bank. By submitting a bid response, the respondent grants the Bank a license to reproduce all or part of their submission for evaluation purposes, regardless of any copyright or intellectual property rights that may exist in the submission or accompanying materials.

2.11 Deadline for submission of Bids

- a) Bids shall be delivered in person to the bank at the specified address no later than the date and time stated in the bidding document.
- b) The Bank reserves the right, at its discretion, extend the submission deadline by amending the bidding document in accordance with **ITB clause 2.7.** In such cases, all rights and obligations of the Bank and the Bidder(s) that were previously governed by the original deadline shall thereafter be governed by the extended deadline.

2.12 Late Bid submission

a) The Bank shall not consider any bid submitted after the specified deadline. Any bid received after the deadline shall be deemed late, rejected, and returned unopened to the Bidder(s).



b) The Bank shall not be held liable for any late bid submission, regardless of the reason, including those that are considered late due to other conditions related to the bidding process.

2.13 Withdrawal, Substitution, and Modifications of Bids

a) No Bid may be withdrawn, substituted or altered after the submission deadline and before the expiration of the bid validity period specified in the bidding document.

2.14 Requests for information/clarification

a) Bidders are required to direct all communications related to this Bid to:

The Procurement Officer
HRA Department
Bhutan National Bank Ltd., Thimphu
Contact No. 02-328588, IP: 1276
Email: ugyenwangdi@bnb.bt

- b) All inquiries regarding the bid, whether technical or otherwise, shall be directed to the above contact. The Bank shall not engage in personal communications with bidders, and any bidder found attempting to do so shall be disqualified.
- c) The Bank shall make an effort to respond to all queries raised by bidders. However, the Bank reserves the right to withhold responses to any query it deems unnecessary or irrelevant.

2.15 Bid Opening

- a) The Bank shall conduct the bid opening in the presence of the bidders' designated representatives who choose to attend, at the address, date and time specified in the bidding document.
- b) Bidders, their representatives and other attendees at the bid opening shall not be allowed to approach any members of the Bid Opening Committee or any other Bank officials during the process.
- c) The sealed envelopes shall be opened one by one. The Bank shall announce the names of the bidders, their bid prices, the total amount of each bid, and other relevant details the Bank deems appropriate.



d) Any complaints or comments raised by the bidders' representatives during the bid opening shall be submitted in writing to the address provided in ITB clause 2.14 (a), within five (5) calendar days from the date of the bid opening.

2.16 Evaluation and comparison of Bids

2.16.1 Confidentiality

- a) Information pertaining to the examination, evaluation, comparison and postqualification of bids, as well as the recommendation for contract award, shall not be disclosed to any bidder or other individuals not directly involved in the process until contract is officially published.
- b) Any attempt by a bidder to influence the Bank's authorized representatives during the examination, evaluation, comparison, or qualification of bids, or in the contract award decision, may lead to the rejection of their Bid.

2.16.2 Clarification of Bids

a) To assist in the examination, evaluation, comparison, and post-qualification of bids, the Bank may, at its discretion, request clarifications from any bidder. Any clarification provided by a bidder that was not specifically requested by the Bank shall not be considered. Both the Bank's request for clarification and the bidder's response shall be in writing. No changes to the bid prices or substance shall be allowed, except to correct arithmetic errors identified by the Bank during the evaluation process.

2.16.3 Responsiveness of Bids

- a) The Bank's determination of a Bid's responsiveness shall be based solely on the contents of the Bid itself. The objective is to identify which bids meet the requirements and then compare the responsive bids to select the best evaluated one.
- b) A substantially responsive Bid is one that complies with all the terms, conditions, and specifications of the bidding document, without any material deviation, reservation or omission.



c) A bid that is not substantially responsive to the bidding document shall be rejected and cannot later be made responsive by the bidder through correction of any material deviation, reservation, or omission.

2.16.4 Correction of errors in price bid:

- a) Arithmetical errors shall be corrected during the evaluation of the Price Bids, and the corrected figure shall be used to determine the evaluated bid price.
- b) If case of a discrepancy between the unit price and the total price (the product of unit price and quantity), the unit price shall take precedence, and the total price shall be adjusted accordingly. However, if the Bank believes there is a clear significant misplacement of the decimal point in the unit rate, the total price for the line item as quoted shall prevail, and the unit price shall be corrected accordingly.

2.16.5 Preliminary examination of Bids

The Bank shall review the bids to ensure that all required documents and technical documentation, as outlined in the pre-qualification criteria below, have been submitted.

Sl.#	Description	Status
1.	Bid Submission Form (Annexure-I)	Mandatory
2.	Bidder Identification Form (Annexure-II)	Mandatory
3.	BOQ & Specifications (Annexure-III)	Mandatory
4.	Integrity Pact Statement (Annexure IV)	Mandatory
5.	Proprietor/Joint Venture details (Annexure V)	Mandatory
6.	Valid trade & CDB licenses with tax clearance certificate	Mandatory
7.	Bid Security (EMD)	Mandatory
8.	A power of attorney must be submitted if an authorized representative is designated	Mandatory

Note: Verifiable documentary evidence for all the above requirements is mandatory. Proposals shall be rejected if a bidder fails to provide any of the required verifiable documentation.

2.16.6 Evaluation of Bids

a) The Bank shall evaluate each bid that has been determined to be substantially responsive up to this stage of the evaluation process.

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- b) The evaluation shall be carried out on single lot system, considering the following criteria:
- i. The bid price quoted (Financial)
- ii. Compliance with the product specifications provided by BNBL (Technical)
- iii. Preliminary examination of the bids (clause: 2.16.5)
- c) Bids shall be evaluated on single lot system. Failure to provide a price for any item within the lot will result in the rejection of the bid.
- d) If a bidder quotes two different rates for a single item, the bid for that item shall not be evaluated (only one rate per item will be considered).

2.16.7 Bank's Right to Accept Any Bid, and to reject any or All Bids

- a) The Bank reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids at any time before the contract award, without incurring any liability to bidders.
- b) The Bank also reserves the right to enter into negotiations with the selected bidder(s), if deemed necessary. Such negotiations shall take place on the date, time, and the location communicated to the qualified and selected bidder(s). Representatives conducting negotiations on behalf of the successful Bidder(s) shall have written authority to negotiate and finalize the contract.

2.17 Award of Contract

- a) The Bank shall award the contract to the bidder(s) whose offer is determined to be the lowest evaluated bid and is substantially responsive to the requirements of the bidding document.
- b) The Bank reserves the right, at the time of contract award, to increase or decrease the quantity of items tendered, without altering the price or any other terms and conditions of the contract.
- c) The Bank shall notify the successful bidder(s) of its intention to award the contract in writing, using the format provided in Annexure-VI, referred to as the "Letter of Intent to Award the contract," ensuring compliance with all mandatory requirements. Simultaneously, unsuccessful bidders shall receive written notifications using the format in Annexure-VII, referred to as the "Letter for unsuccessful bid," informing them of the outcome. All bidders shall also be



provided with information regarding the name and bid amount of the successful bidder(s). These notifications shall be sent on the same day, including by email.

- d) Upon receiving the Bank's notification [ITB 2.17 (c)], an unsuccessful bidder has seven (7) calendar days to submit a written request for a debriefing. The bank shall respond to all such requests for debriefing within this deadline.
- e) If a debriefing request is made within the deadline, the Bank shall provide a response within **five (5) calendar days**.
- f) The debriefing shall focus solely on the bidder's own bid and will not include discussions about other competing bids. The debriefing shall not:
 - i. Point-by-point comparisons with other bids; and
 - ii. Information that is confidential or commercially sensitive to other Bidder(s).
- g) The purpose of the debriefing is to inform the unsuccessful bidder(s) of the specific reasons for their lack of success, highlighting the shortcomings of their bid, but without disclosing details of other bids.
- h) If two or more bidders submit identical L1 rates, the Bank shall request fresh quotes from both L1 bidders, providing five (5) calendar days for resubmission. The Bank's decision on the reasonable time allowed for this resubmission shall be final and binding. Following this, the contract shall be awarded to the L1 bidder(s) based on the fresh quotes received.
- The successful bidder(s) shall sign the contract acceptance in writing within seven (7) calendar days after the expiry of the compliance period specified in the letter of intent issued. Failure to do so shall result in the bid being rejected without further notice.

Section 3: Performance Security

3.1. The successful bidder(s) shall be required to provide a performance security equivalent to 10% of the contract amount, issued by any authorized financial institution in Bhutan, within seven (7) calendar days after the expiry of the compliance period specified in the letter of intent.



- 3.2. If the successful bidder(s) fails to submit the performance security within seven (7) calendar days after the expiry of the compliance period specified in the letter of intent, the bid shall be considered invalid, and the contract shall be awarded to the next lowest bidder.
- 3.3. The performance security shall be provided in the form of a demand draft, cash warrant, or bank guarantee and shall remain valid for at least six (6) months. The successful bidder(s) shall renew the performance security, as required by the Bank, throughout the duration of the contract.
- 3.4. The Performance security shall be released to the successful bidder(s) with or without deductions (if applicable) upon completion of all performance obligations, including warranty obligations, as stipulated in the contract terms.

Section 4: Service Delivery Penalty

- 4.1. If the successful bidder(s) fails to complete the work within the specified timeframe, the following penalty clause shall be applied proportionately, based on the value of the order or Performance Security:
 - a) Delay up to one week 2% of the total order value
 - b) Delay exceeding one week but not more than two weeks 5% of the total order value
 - c) Delay exceeding two weeks but not more than one month 10% of the total order value
 - Delay exceeding one month- the purchase order shall be revoked, and the performance security deposited shall be forfeited without further notice. Additionally, any incomplete work shall be terminated, and the contract shall be awarded to the next lowest bidder or re-tendered, as deemed appropriate.

Section 5: Force Majeure

5.1. The successful Bidder(s) shall not be held liable for the forfeiture of their performance security, liquidated damages, or termination for default if the delay in performance or any failure to meet their obligations under the contract is caused by an event of Force Majeure.

- 5.2. For purposes of this Clause, "Force Majeure" refers to any event or circumstance beyond the control of the successful bidder(s), which could not have been foreseen, is unavoidable, and is not due to negligence or lack of care by the successful Bidder(s). Such events may include, but not limited to, actions by the Bank in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 5.3. In the event of a Force Majeure situation, the successful bidder(s) shall promptly inform the Bank in writing, detailing the nature of the situation and its cause, and provide acceptable documentary or pictorial evidence. Unless otherwise instructed by the Bank in writing, the successful Bidder(s) shall continue to fulfil their contractual obligations.

Section 6: Defect Liability and Retention Money

- 6.1. The Defect Liability Period shall be six (6) months from the date of acceptance of the completed works.
- 6.2. The Bank shall notify the Successful Bidder(s) of any defect that occurs or is noticed before the end of the Defect Liability Period.
- 6.3. If during the Defect Liability any defect is found in the execution, engineering, materials and workmanship of the works, the Successful Bidder(s) shall promptly, in consultation and agreement with the Bank, regarding appropriate remedying of the defects, and at its own cost, repaid, replace or otherwise make good such effect as well as any damage to the works caused by such defect.
- 6.4. If the Successful Bidder(s) fails to commence the work necessary to remedy such defect or any damage to the works caused by such defect, within fifteen (15) calendar days of the intimation of the defect, the Bank reserves the right to get such work done in a manner as considered necessary, and recover the costs so incurred from the Successful Bidder(s).
- 6.5. Retention amount of 10% on the total value shall either be deducted from the bill or covered through renewal of the performance security.



- 6.6. The retention money shall be returned to the Successful Bidder(s) on completion of Defect Liability Period.
- 6.7. If the Successful Bidder(s) fails to remedy any reported defect within the Defect Liability Period, the Bank shall withhold the payment or realize claims from the guarantee, of an amount, which in the opinion of the Bank, represent the cost of the defects to be remedied.

Section 7: Terms of Payment

- 7.1. Payment for the invoice shall be processed by the Bank upon receipt of the original invoice and TPN number, against the actual work completions as specified in the work order.
- 7.2. Payment shall be made within thirty (30) calendar days, following the successful completion of the works and proper handing taking with the designated official of the Bank. Applicable deductions, including income tax, service tax etc., shall be made at source in accordance with the Government regulations from the bills submitted by the successful Bidder(s), and necessary TDS certificate shall be issued accordingly.

Section 8: Safety Security and Protection of the Environment

- 8.1. The Successful Bidder(s) and the Bank shall comply with the occupational health and safety related regulations for the safety of all activities on the site.
- 8.2. The Successful Bidder(s) shall comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. Contractor shall avoid undue interference with private business, public travel, or with the work of other contractors. Successful (Bidder(s) shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.



Section 9: Termination

- 9.1. The Bank may, at any time, terminate the work order (or Contract if applicable) in whole or in part, for its convenience, by providing written notice.
 - a) If the Successful Bidder(s) fails to comply with any of the terms and conditions specified in the work order, exceeds the maximum allowable liquidated damages, or fails to take corrective action within the timeframe specified by the Bank.
 - b) If, in the Bank's judgment, the Successful Bidder(s) has been involved in any corrupt or fraudulent practices while competing for or executing the tasks under this work order.
 - c) If the Successful Bidder(s) is terminated for the Bank's convenience or because of a fundamental breach of contract by the Bank, the Successful Bidder(s) shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the site engineer/Project manager after adjusting any payments received by the Successful Bidder(s).
 - d) All materials on the site, Plant, Equipment, Temporary works and works are deemed to be the property of the Bank if the contract is terminated because of a Successful Bidder's default.
 - e) Plants and equipment shall be released after due payment of compensations prescribed in the bidding document.

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Section 10: Bidding Forms

Annexure I: Form for Submission of Proposal

Date: [DD/MM/YY]

To: Bhutan National Bank Limited

Corporate Office, Thimphu

Dear Sir/Madam,

The undersigned, having read the tender document of Bhutan National Bank Ltd., Thimphu vide ref.# BNBL/PO-tender/TH-.../2024/..., dated/..../, hereby offers to execute and complete the work, in accordance with terms and conditions set out or specified in the document.

I/We agree to abide by this Proposal/Bid for a period of Ninety (90) calendar days from the date for Bid submission in the tender, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Proposal is accepted, we undertake to initiate the work specified in our Proposal within the time frame that shall be stipulated in the work awarding letter and to comply with all the provisions of the Contract.

I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your company/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full performance security deposit, absolutely.

Best regards

* Signature and seal of the Bidder:	
* Name:	
* Title:	
* Telephone:	
* Email:	

Footnote: /* Compulsory field



Annexure II: Bidder Identification Form

1. Firm (s) Information	
* Name and Address	
* Telephone/Mobile:	
* Email address:	
* Legal Representative:	
Name/Surname/Position (if any)	
Contact details of persons that BNB may evaluation:	contact for requests for clarification during Bid
* Name/Surname:	
* Telephone/Mobile:	
* Email address:	
Be advised that this person must be available	during the evaluation of the bids.
* Signature and stamp of the Bidder:	
Footnote: /* Compulsory field	

Annexure-III: Bill of Quantity (BOQ):

*Refer attachments.

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Annexure IV: Integrity Pact Statement (IPS)

1. General:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process and contract administration, with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this Tender shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer commits itself to the following: -

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office for any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf

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(whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (p.	<i>lace)</i> on <i>(date)</i>
Affix	Affix
Legal	Legal
Stamp	Stamp
EMPLOYER	BIDDER/REPRESENTATIVE
CID	CID
Witness:	Witness:
Name:	Name:
CID	CID

Annexure-V: Proprietor/Joint Venture details (for Integrity Vetting Report)

Proprietor (s) Details
*Name and Present Address:
*CID Card No.
*Trade license No.
*TPN No.
*Telephone/Mobile No.
*Email Address:
Joint Venture(s) Details (if applicable)
*Name and Present Address:
*CID Card No.
*Telephone/Mobile No.
*Email Address:
*Signature and seal of the Proprietor (s)

Footnote: / Compulsory field

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Annexure-VI: Letter of Intent to Award the Work

BNBL/PO-TENDER/TH-.../2024/

[Date]

[Bidder's Firm Name] [Bidder's Address] [City, State]

Subject: Letter of Intent to Award Contract for [Project/Tender Title]
Tender reference No.....

Sir/Madam,

We are pleased to inform you that your bid for the [Project/Tender name] has been selected, and we intend to award the contract to your firm. This letter serves as an official notice of our intent to award the contract to your firm, subject to the conditions outlined below.

Conditions of Award:

- 1. This Work Awarding Letter is issued on the condition that no formal complaints or objections are received from the unsuccessful bidders within the next seven (7) calendar days from the date of this letter. During this period, unsuccessful bidders may raise any concerns or objections regarding the bidding process.
- 2. If no valid complaints are received during this period, you are required to report to the Procurement Unit, Human Resource and Administration Department, Corporate Office, BNBL, Thimphu, within seven (7) calendar days after the end of the compliant period to complete the following formalities.
 - a) Sign the Bid Acceptance letter and Contract Agreement;
 - b) Submit a Performance Security deposit amounting to Nu. [in figures/words] (10% of the contract value) in the form of Demand Draft/Cash Warrant/Bank Guarantee, valid of [months/days], in favor of "Bhutan National Bank Limited".
- 3. You are encourage to begin preliminary preparations for the work. However, please refrain from commencing any work or incurring any related costs the formalities outlined in points 2. (a) & (b) are completed.

Important Notes:

- If a complaint is received within the specified period, we will notify you promptly.
 We will then review and address the compliant before providing further instructions.
- 2. This letter does not constitute a binding agreement until the seven-day period has passed without any objections and the formalities outlined in points 2. (a) & (b) are completed.
- 3. Please arrange to collect the EMD deposited with us once the formalities outlined in points 2. (a) & (b) are completed.
- 4. Please note that if you do not complete the required formalities within the specified timeframe, your selection may be revoked, and the EMD may be forfeited in accordance with bidding terms and conditions.

We appreciate your patience and understanding throughout the process. We look forward to a successful partnership on this project. For any further clarifications, please feel free to contact us at [contact details].

Thanking you.

Yours Sincerely,

[Name of Authorized Official]
[Designation & Name of Department]

Cc:

✓ The Procurement Incharge/Officer, HRA Department, Corporate Office, BNBL, Thimphu: for information and necessary compliance.

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Annexure-VII: Letter for unsuccessful bid BNBL/PO-TENDER/TH-.../2024/

[Date]

[Bidder's Firm Name] [Bidder's Address] [City, State]

ubject: Unsuccessful Bid for [Project/Tender Title] ender reference No
ir/Madam,
Ve regret to inform you that your bid for [Project/Tender Name] has not been selected
ue to the following reasons:
1
2

We sincerely appreciate the effort and time you dedicated to preparing and submitting your bid. Please arrange to collect your EMD from our office after the signing of the contract and receipt of the performance security deposit from the successful bidder, or after fourteen (14) calendar days of the compliant period and completion of formalities by the successful bidder, whichever comes first or is more convenient.

If you have any concerns or wish to raise a complaint regarding the bid process, you are required to submit your concerns to the procurement unit within seven (7) calendar days from the date of this letter, as outlined in the bid document. If no formal complaint is received within this period, it will be considered that you have no objections, and we will proceed with awarding the contract to the successful bidder according to the bidding terms and conditions. We thank you for your participation and look forward to your participation in future bidding opportunities.

Thanking you. Yours Sincerely,

[Name of Authorized Official]
[Designation & Name of Department]
Cc:

✓ The Procurement Incharge/Officer, HRA Department, Corporate Office, BNBL, Thimphu: for information and necessary compliance.

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Annexure VIII: Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the [insert number] day of [insert month], [insert year],

BETWEEN

1. [Insert complete name of bank], having its registered head office at [insert address] (hereinafter called "the bank"),

And

2. [Insert name of successful bidder], holding certificate No. [Insert certificate number] (Hereinafter called "the successful bidder").

WHEREAS the BNBL invited Bids- Tender for [Insert brief description of work] and has accepted the Proposal by the successful bidder for the supply of [Insert details of work] at the sum of [insert contract price in words and figures], expressed in the contract [currency] quoted by the successful bidder (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.

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۷.		The following documents shall constitute
	the Contract between the BNBL and	the successful bidder, and each shall be read
	and construed as an integral part of	
	a)	This Contract Agreement;
	b)	Tender terms & conditions;
	c)	The successful bidder's Proposal and
	original Price Schedules;	
	d)	The bank's Notification of Award of
	Contract;	
	e)	The form of Performance Security;
	f)	Negotiation of bids (if any).
3.		The Contract shall prevail over all other
	Contract documents. In the event of	any discrepancy or inconsistency within the
		ents shall prevail in the order listed above.
		proven in the order noted above.
IN WI	TNESS whereof the parties hereto ha	ave caused this Agreement to be executed in
accord	dance with the laws of Bhutan on the o	day, month and year indicated above.
For ar	nd on behalf of the bank for a	nd on behalf of the successful bidder
t OI UI	id on behan of the bank 101 at	nd of benan of the successful planel
(()
[Inser	t title or other appropriate desi	gnation][Insert title or other appropriate
desigi	nation]	
Witne	ssed by:	Witnessed by:
Inser	t identification of official witness]	[Insert identification of official witness]
		L



Annexure III- BOQ and Specification

SL/No.	BSR Code	Description of iteams	Qty.	Unit	Rate	Amount
		a) Dismantling work.		***************************************		
1	DD0045	Dismantling G.I sheets including ridges, hips, valleys, gutters & stacking materials	200	sq.m		
2	DD0025	Dismantling wood work of sectional area 40 sq.cm and above in frames, trusses (<10m span) including stacking	7	cu.m		
3	DD0026	Extra for dismantling trusses, rafters, purlins etc. of every additional span of 1 metre or part thereof for span >10m (sectional area >40sq.cm)	7	cu.m		
4	DD0067	Removing old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish	28.21	sq.m		
5	DD0042	Dismantling flooring laid in cement mortar including stacking useful materials,cheaoing & disposal of rubbish	138.37	sq.m		
-		b) Roofing work			37.379	
6	SW0022	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red In Tubular sections	3737.96	kg		
7	WW0030	Providing and fixing Eaves Board (225x25mm) with moulding fitted and fixed with necessary screws. In Mixed Conifer.	58.04	mtrs		
8	SW0090	Providing and fixing M.S. base plates to trusses with welding complete in the wall plate, rafter and purlin joints of different sizes as per the detail drawing No.STR/07.	8.02	kg		
9	WW0132	Providing & fixing Plywood lining with necessary nails etc. including beading complete (excluding cost of frame)6 mm, commercial	95.04	sq.m		
10	RF0003	Providing & fixing Pre Painted Galvanised Iron (PPGI) Corrugated roofing sheets, including bolts, hooks and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter and trusses - 25g.	200	sq.m	'- 'vı'.	
11	RF0007	Providing & fixing 600mm ridges or hips in Pre Painted Steel sheets, including bolts, hooks and nuts 8mm dia, G.I limpet and bitumen washers for connection. 25g.	38.6	mtrs		



12	WW0055	Providing & fixing Mixed Conifer (undressed) in wall-frames etc.	0.68	cu.m		
13	RF0010	Providing & fixing 450mm over all semi- circular plain G.I gutter, including brackets, bolts, nuts, washers & rain water pipes connections, excluding the cost of pipes 24g (0.5mm)	58.04	mtr		
		c) Building Maintenace Work				
14	GL0002	Providing and laying tiles in flooring, treads of steps and landings in different sizes (150x250mm) , finished with flush pointing in white cement	139.32	sq.m		
15	GL0001	Providing and laying marbles skirting and steps finished with flush pointing in white cement	17.5	sq.m		
		d) Painting Works				
16	PT0001	Surface preparation removing by scraping, sand papering, including scratch repairs White colour-wash	1282.29	sq.m		
		Providing and applying finishing coats water-		•		
17	PT0031	proof cements paints. Old work, one coats	1282.29	sq.m		
18	PT0053	Providing and applying finishing coats of acrylic emulsion, one coat	56.13		7	
19	PT0040	Providing and applying dry distemper, two coats on new work, including white priming coat e) Pinth Protection Maintenance	93	sq.m		
20	DD0002	Demolishing cement concrete 1:4:8 & leaner, including disposal of materials	15.12	cu.m		
21	DR0001	Providing and laying Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth-With 50mm thick cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	101.28	sq.m		
22	DD0067	Removing old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish within all lead as the instruction of the site enginner	5.93	sq.m		
23	PL0010	Providing & laying 6mm cement plaster (in ceilings)-C.M 1:3	5.93	sq.m		
	PL0030	Providing & laying 15mm coment plaster in CM 1:3	8.4			

25	DR0012	Constructing second class brick masonry open surface drain in cement mortar 1:4 including earth work in excavation 100 mm thick concrete bed 1:5:10, 40mm aggregate and 25mm thick cement concrete 1:2:4,12 mm aggregate for filling haunches including 12mm cement plastering 1:4 with a floating coat of neat cement and disposal of surplus earth etc. complete-250mm wide x 300mm depth	14.1	m	
		Soonan depth	6.83/6/6/6/6		

Bidder's Seal & Signature



PRAWING FOR RENOVATION

FOR G+1 STORIED RCC FRAMED BUILDING WITH JAMTI

DWNER: BHUTAN NATIONAL BANK LTD.

[HRAM NO. 2535; PLOT NO. GT1-4797

OCATION: NAMKHALING DEMKHONG, GELEPHU THROMI



